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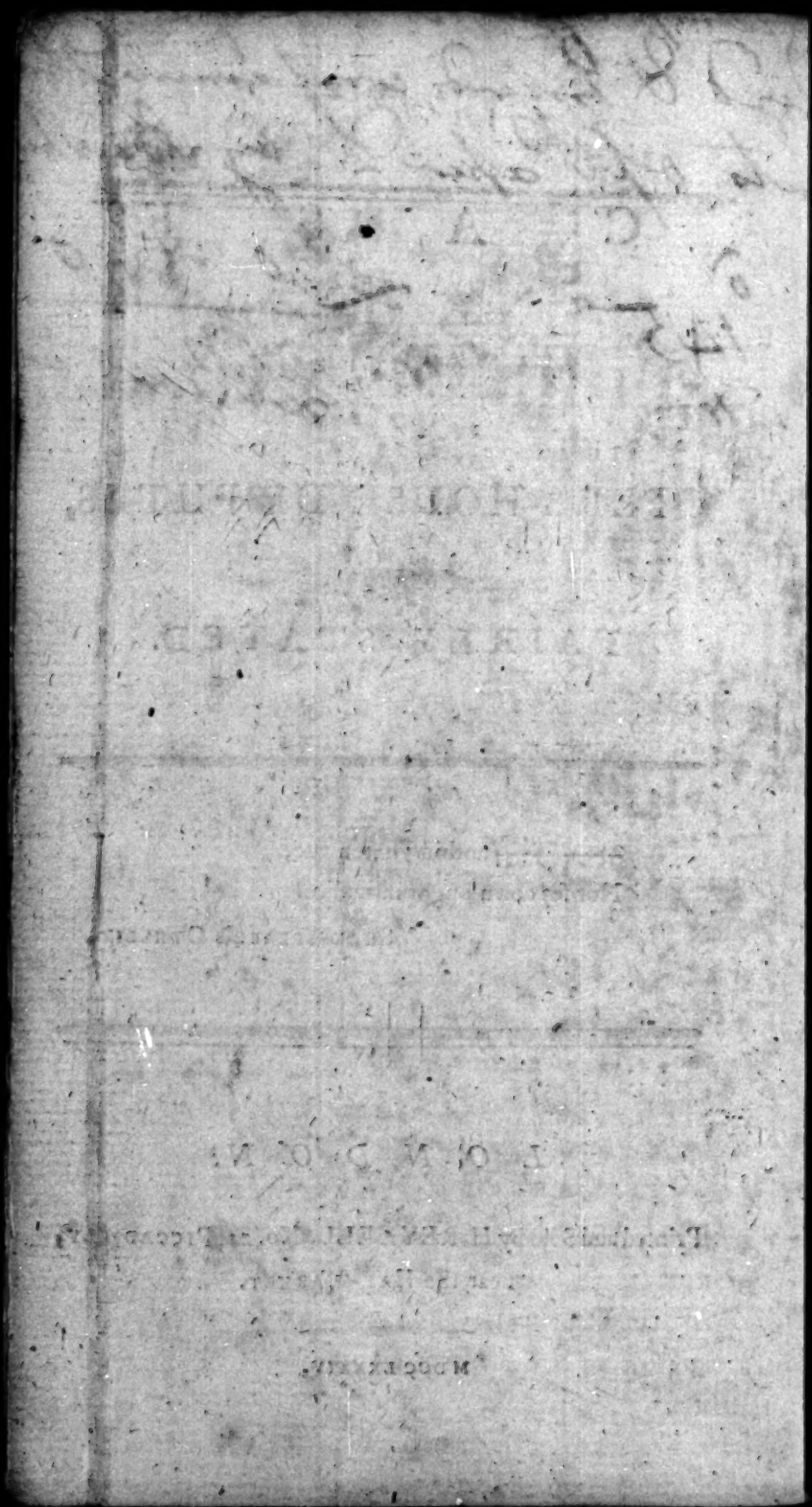
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TO THE
P U B L I C,

THE OPERA-HOUSE having been long honored with the most illustrious patronage in this country, any interruption of the entertainment, is an indignity offered to the nobility and gentry; by whose partial favor the KING'S-THEATRE hath been supported. That there are subsisting disputes which at this instant prevent the representation of ITALIAN operas, is a fact publicly known; but, it is not so generally understood by whom these disputes have been occasioned, nor hath the improper conduct of the aggressors been yet sufficiently exposed; By a correct detail of facts to place the actions of certain individuals in a just light, is the design of the following pages.

It would be deemed a paradox, were it not frequently experienced, that undertakings the most successful, should prove the least beneficial to those, whose claims to receive the emolument, are indisputable. This hath singularly happened in the case of the OPERA-HOUSE; the splendid spectacles of which have been so liberally patronized, as usually to afford profits adequate to expectation. The appropriation of those profits, however, have not been assigned by the impartial hand of distributive justice. The emoluments thus derived from public munificence, have rather been considered as spoils; to an equal division of which, every adventurer thought himself fairly intitled by the law of plunder. Hence the payment of just debts; the discharge of incumbrances; or even the performance of the most binding contracts, have been regarded as inferior objects, scarcely meriting consideration. The prospect of success hath excited the spirit of enterprize; and, the indigent, possessing better heads than hearts, have endeavored to repair their broken fortunes, by commencing operational managers. This will appear to have been the case, if we consider the just claims of some individuals, on the property of the

OPERA-HOUSE; and, the unjustifiable conduct of others, in endeavoring to defeat those claims.

The creditors of the OPERA-HOUSE, being exceedingly numerous, several of their demands are of the disputable kind. Among the valid claimants, MR. GALLINI most certainly deserves to be the first mentioned; because, he is possessed of the assignment of a mortgage for twelve thousand pounds, which was originally executed to MR. HENRY HOARE, the banker. Mr. GALLINI hath also a variety of other claims, the whole amounting to more than sixteen thousand pounds. Of the general nature of his demands, it is sufficient to say, that in every appeal to the court of chancery, which he hath been compelled to make, for the security of his property, the decrees obtained, have always sanctioned his right. On his application, a receiver was once appointed; whom he consented to withdraw, in consequence of a specious proposal of MR. SHERIDAN. A second time the court decreed the arrears of his mortgage to be paid him within the period of six months: and, on being obliged to resort a third time to chancery for relief, an order of reference to the master passed, in favor of

MR. GALLINI; the court at the same time decreeing the immediate payment of the sum which should be reported due. In the light, therefore, of a very large creditor, and consequently a considerable sufferer, MR. GALLINI is to be considered. From the year 1780, until the present moment, the reiterated embarrassments in which he hath been involved, are scarcely conceivable. With the best possible meaning, he hath experienced the worst imaginable success; and being only desirous of acting equitably, he hath had the frequent misfortune of being imposed on by knavery, and duped by artifice. The other valid creditors have shared their respective portions of his fate; they have been companions in calamity, although not equally afflicted.

In evils there is such a thing as a progression from bad to worse. Under the auspices of MESSIEURS HARRIS and SHERIDAN, the transactions of the OPERA-HOUSE, were not of the most brilliant nature. The interest on the mortgage of MR. GALLINI was suffered to accumulate; the arrears of salaries to the performers were unpaid; and even the subscription-money for the subsequent season, was very honorably pledged to a banker,

banker, for the sum of three thousand pounds. It was at this disastrous period of rapine and distress, that MR. SHERIDAN, who is renowned for being fertile in expedients, thought proper to introduce MR. TAYLOR as a joint proprietor. Mr. HARRIS, probably foreseeing the storm, and not thinking it prudent to risque his safety, by clinging to a wreck, had withdrawn himself from the partnership, on a mortgage for the amount of eight thousand pounds, being executed and assigned to him as an indemnity for the debts contracted under his and MR. SHERIDAN's operational administration. This secession, at a time when the concerns of the theatre were sufficiently deranged, afforded an opportunity of rendering every thing desperate, by the introduction of MR. TAYLOR. He had been the clerk of MESSIEURS MAYNE and GRAHAM, and, the transition from the counter of a banking-house, to the scenes of an ITALIAN theatre, was one of those singular adventures in private history, for which this town is famous. Succeeding to the management of a very extensive undertaking, required considerable ability, fine taste, and some experience. The superintendence of incumbered property did not seem to be a task
for

for which any man could be perfectly qualified, who had not money at command. Accordingly the introduction and the management of MR. TAYLOR were attended with such consequences as might naturally be expected. A project was suggested for discharging the mortgage of MR. GALLINI by the allotment of twenty-four shares of five hundred pounds each, in trust; and, after the payment of the mortgage, the shares were to have been assigned to the subscribers. Mr. GALLINI consented to this, as he had done on every occasion where the shadow of equity was exhibited to his view: but, what did the event prove? Why, that this scheme, like the agreement solemnly entered into by MR. SHERIDAN, for the sale of the whole property to MR. GALLINI, provided the sum of six thousand pounds, with interest and costs, was not paid him on a specified day; both the agreement, and the project, respecting the shares, were devices, purposely calculated for deception. A careless inattention to claims of the most serious nature, was visible, during the short-lived management of MR. TAYLOR. The OPERA-HOUSE was beautified but not benefitted; and, the debts being daily augmented, arrests, judgments, executions, and the entry of the sheriff

sheriff for the disposal of the wardrobe, scenery, furniture, and lease of the theatre, were the final triumphs of the ingenious MR. TAYLOR's operatical campaign. A sale being inevitable, MR. HARRIS was so fortunate as to become the purchaser; and he soon proposed a transfer of his right to MR. GALLINI. The proposal was accepted, and MR. GALLINI paid MR. HARRIS fifteen hundred and seventy-five pounds for the scenery, wardrobe, furniture, and other articles. As the purchase of MR. HARRIS was supposed to be legal, his right to sell was considered as incontrovertible. On the security of that right, strengthened by the various other indisputable claims which MR. GALLINI had on the property, he very naturally deemed himself to be the actual proprietor. More than a month elapsed of undisturbed possession; and, during that period, MR. GALLINI, was frequently solicited, to permit performances at the theatre for private emolument. Impressed with the idea that all contention had now subsided, MR. GALLINI, in the month of JULY, 1783, set out for FRANCE and ITALY, in character of proprietor of the OPERA-HOUSE, to engage performers for the ensuing season; but, scarcely was he landed on the continent, before those very persons

who

who had recognized his right of purchase, by tacitly acquiescing in his possession, opened a treaty with MR. TAYLOR, who executed a deed of trust in their favor; and MR. CRAWFORD, the agent of MR. GALLINI, was nominated the manager and treasurer in their behalf. By this unprecedented, this dishonorable conduct, MR. GALLINI was not only rendered liable to damages, on account of engagements which he might have entered into abroad, but even the fifteen hundred and seventy five pounds which he advanced MR. HARRIS on the faith of a purchase, hath not, to this moment, been repaid him. He purchased, on the supposition of the title being good; and as it cannot be presumed that MR. HARRIS would have intentionally deceived him, the least which justice requireth is, the return of the purchase money. Instead of which, MR. GALLINI, hath been left in this, as in other cases, to seek redress by legal means. In vain hath he manifested the spirit of accommodation, and yielded to every proposal which bore the semblance of rectitude. When he was abroad it was proposed, that on his return he should receive security for his engagements; but he hath not hitherto been able to obtain the promised security. At the commencement of the last

last season, he entered into an agreement with the trustees of MR. TAYLOR, in order that the OPERA-HOUSE might be opened, and the usual subscribers not disappointed. This measure, which was adopted for the sake of accommodation, ended in MR. GALLINI and his agent being turned out of the theatre; in the money being confiscated; and in the trustees arrogating to themselves the exclusive management of every department. On this flagrant breach of justice, and violation of equity being stated to the chancellor, he ordered the agent of MR. GALLINI to be a joint receiver; but the profits were so considerably diminished by mismanagement, as to occasion a deficiency, to the amount of three thousand pounds, at the close of the season; which sum MR. GALLINI actually paid,

These facts and remarks relative to the just claims of the most considerable creditor of the OPERA-HOUSE, will naturally induce a belief in the reader, that the subsisting disputes have been caused by the practice of deceit and knavery by those, whose duty it was to render strict justice to the real creditors conformably to the priority of their claims. The contrary conduct is so exceedingly reprehensible, that

if there should be any persons convicted of it, they will have more reason to dread the vengeance, than to expect the patronage of the public. Let us, therefore, examine the case fairly and dispassionately; let us bring the actions of men to the test, and censure or applaud, as truth shall sanction.

The fate of MR. TAYLOR is recent in our memories. How, like a meteor, he shone, and, like a spectre, he vanished from the gilded scene, it would be needless to mention. Our observations must rather be directed to the baneful consequences resulting to others from his embarrassments, not to use an harsher term.

The gross amount of debts due from this enterprising gentleman to creditors of his own creating, amount to twenty-five thousand pounds. For a moment this shall be admitted as the fact; although there are substantial reasons for believing that fifteen thousand pounds, which amount to three-fifths of the aggregate sum, are supposititious debts. The substantial reasons for believing this to be the case, are deduced from the declarations, and from the conduct of MR. TAYLOR himself; which

which will be quoted and authenticated in the proper order of narration. Assuming it, however, for a fact, that the sum of twenty-five thousand pounds was *bona fide* owing from MR. TAYLOR to certain creditors, still there were prior claims on the property of the OPERA-HOUSE, which merited a preference in point of delicacy, if not of honesty. Most men, for example, consider the rent and taxes for an house as necessary articles to be discharged. There are others to whom mortgages, annuities, and rent-charges, would appear as objects of some magnitude, and therefore deserving attention. There are a third class of men of less aspiring ideas than MR. TAYLOR possesseth, who would have propounded to their own hearts the following questions :

“ Can I, in point of conscience, proceed to
 “ accumulate incumbrances on a property
 “ already too heavily incumbered ? And, if
 “ this latitude of conduct, this experiment to
 “ try my fortune be indulged me, may I, in
 “ case of failure, execute any deed of trust
 “ which even eventually shall hazard or em-
 “ barraß the claims of prior creditors, who
 “ had actual interests at stake before the re-
 “ alization of my visionary prospects were at-
 “ tempted ?” These were questions which

MR. TAYLOR did not ask himself. His decisions were hasty, and his interrogatories few. Having rushed into an undertaking in defiance of consequences, whether the principal on his own account, or the meer screen of another, he sustained the shock of fate, and seemed only anxious for the safety of his friends. Accordingly, being by duress vile, incapacitated from ostensibly superintending the concerns of the OPERA-HOUSE; on the seventeenth day of JULY, 1783, MR. TAYLOR executed a deed of trust to the following persons:

George Grant,
James Sutton,
Simon Slingsby,
Michael Novosielski,
John Siscotti,
Leopold de Michelli.

The object of this deed of trust extended to the benefit of every creditor seeking relief under it; and after assigning and conveying
 “ all the estate and interest whatsoever of, in,
 “ or to, the KING’S-THEATRE, the messuages,
 “ tenements, grounds, and hereditaments
 “ thereunto belonging; together with all the
 “ cloaths, habits, wardrobe, scenes, ma-
 “ chinery, painting, music, plays, operas,
 “ dances, instruments, licence, privileges,
 “ property,

“ property, and interest whatsoever, unto the
 “ six persons above-mentioned.” They are
 empowered, “ to collect and receive the rents,
 “ subscriptions, and sums of money paid for
 “ admission into the KING’S-THEATRE in trust,
 “ for the following purposes :

“ FIRST, in payment of rent and taxes
 “ for the theatre, and premises thereunto
 “ belonging, and all repairs, and for insu-
 “ rance.

“ SECOND, in payment of all interest
 “ which then was, or at any time should
 “ become due on the sum of twelve thou-
 “ sand pounds, charged upon the said theatre,
 “ by mortgage originally made to HENRY
 “ HOARE, esq; (which mortgage hath since
 “ been assigned and conveyed to MR. GALLINI)

“ THIRD, in payment of interest for the
 “ debts of those creditors of MR. TAYLOR,
 “ who should execute the deed, at 5 per
 “ centum per annum from the date.

“ FOURTH, in payment of salaries to per-
 “ formers, and of the bills of the trades-
 “ men.

“ FIFTH,

“ FIFTH, in payment of the residue, unto,
 “ and equally among, the creditors of MR.
 “ TAYLOR, who should execute the deed,
 “ according to an equal pound-rate.

“ SIXTH, in payment of the clear residue
 “ to MR. TAYLOR.”

Such were the purposes for which the deed
 of trust was supposed to have been executed;
 and the more effectually to secure the accom-
 plishment of those purposes, the following
 provisions were stipulated on the part of the
 actual creditors at large:

“ FIRST, that the sum total of the neces-
 “ sary and incidental expences of the KING’S-
 “ THEATRE, should not be permitted to ex-
 “ ceed eighteen thousand pounds a year.

“ SECOND, that PETER CRAWFORD, esq;
 “ should be appointed treasurer of the theatre;
 “ and that he should deposit the subscriptions,
 “ together with the receipts of the house, in
 “ the hands of MESSRS. DRUMMOND; and that
 “ the money so deposited should not be drawn
 “ out of the hands of MESSRS. DRUMMOND,
 “ without the consent of the said PETER

“ CRAW-

“ CRAWFORD being first obtained, and then
 “ only to be applied in discharge of the trusts
 “ expressed in the deed,

“ THIRD, that if either of the trustees
 “ should become incapable of executing his
 “ share of the trust; or if a trustee should
 “ be desirous of relinquishing, that in both,
 “ or either of those cases, the remaining
 “ trustees, with the consent of MR. TAYLOR
 “ obtained in writing, should proceed to the
 “ nomination and appointment of new trust-
 “ tees, in the place of those who had either
 “ resigned, or were incapacitated.”

The substance of the deed of trust, and
 the provisional clauses of it having been
 thus recited, the following observations are
 most deferentially pressed on the mind of
 the reader, as containing the strength of the
 case of the actual creditors; and, at the same
 time, developing the causes of those disputes
 which have rendered HIS MAJESTY'S THEATRE
 a scene of discord, instead of harmony.

Whatever the language of justice might
 urge against the original execution of the
 deed of trust by MR. TAYLOR, shall be
 sup-

suppressed; because the obliquity of the transaction, if any such there were, is not the present consideration. It will be abundantly sufficient to prove the following positions, by a statement of undeniable facts.

That there are just exceptions in point of character, and of property, to the trustees;

That, were their characters, and their property unexceptionable, they have violated the provisional clauses in the deed of trust.

That in usurping the management of the OPERA-HOUSE, they have not only exceeded the sum allotted for defraying the annual, necessary, and incidental expences; but there is strong presumption of the receipts and profits of the theatre, having been misapplied to private purposes, to the manifest injury of the real creditors on the property,

That extravagant disbursements have been encouraged; salaries have been unnecessarily increased; useless places have been created; and, the most notorious abuses have prevailed, under the management of the present trustees;

tees;

tees; all which render them so utterly unworthy of confidence, as exceedingly to alarm the minds of the real creditors, for the safety of their property.

These positions imply heavy charges; and consequently, the proofs in support of them should be irrefragable. With respect to the exceptions in point of character, and of property, to the trustees; let the following facts be referred to public decision.

Of the six trustees appointed by the deed of MR. TAYLOR, one of them hath resigned, and another hath applied to the court of chancery to be released. The fact is, that MICHELLI and SISCOTTI expressed a dislike of the conduct of their coadjutors. The four remaining trustees are

Messrs. Grant,
Sutton,
Slingsby,
Novosielski.

The first gentleman signed the trust-deed as a creditor for ten thousand pounds, in quality of the assignee of another person of the name of GRANT. This would have been an act of kindness, had not the following unlucky cir-

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cumstance

cumstance attended the signature, Mr. TAYLOR, when encircled by the rules of the FLEET, found it political, if not just, to assemble his creditors at the BELL-SAVAGE, LUDGATE-HILL; and they being met, he demanded of the trustees an account of the receipts and disbursements of the theatre. It was at that meeting, and in the presence of the creditors then assembled, that MR. TAYLOR bestowed these handsome epithets on MR. GRANT: "You are a liar, a scoundrel, and a thief; I never was indebted to any man of the name of GRANT, a shilling in my life." This circumstance will be attested on oath if required; and the only remark necessary is, that the very declarations of MR. TAYLOR afforded just exceptions to the character of MR. GRANT as a trustee. Mr. TAYLOR was best acquainted with the nature, and therefore the best enabled to describe the virtues of his friends.

The second person in the order of trustees, is, MR. JAMES SUTTON. Of him it would be cruelty to say more, than that he is exceptionable in point both of character and of property, for his name hath appeared on the bankrupt list in the GAZETTE. The third trustee is MR. SLINGSBY, the dancer; and of him it is but justice

justice to say, that he hath a careless head and a light pair of heels. His having taken the benefit of an insolvent act a few years since, should have taught him prudence, and the value of money; but whether he is precisely the character whom any man would chuse for a trustee, when thousands were at stake, must be left to those better acquainted with his mode of *figuring*, to determine. The fourth and last on the list of acting trustees, is MICHAEL NOVOSIELSKI; and, as he *contrived to make his mark* to the deed, there could not be any objection to his being considered a creditor for fifteen hundred pounds, to which sum his claim amounteth; had not MR. TAYLOR, some time after his *polite* attack on MR. GRANT, declared to several of the creditors, "That he had a receipt in full for the debt of NOVOSIELSKI, under the deed." Here again, MR. TAYLOR only can explain the honesty of his friends; for if he were in possession of such a receipt, how could he permit a supposititious demand to be imposed on the rest of the creditors? Why did he not detect the fiction at an earlier period? If the debt be real and not fabricated, NOVOSIELSKI will have MR. TAYLOR only to thank, for the exceptions to his character, as a trustee.

The first position seemeth now to be established beyond contradiction ; for, facts have been adduced to prove, that just exceptions may be taken, either to the characters, or to the property, of the only acting trustees of the OPERA-HOUSE. We are, therefore, in the next place to examine, whether, independent of personal considerations, the trustees have not flagrantly violated the provisional clauses in the deed of trust.

One of those clauses stipulates, “ That
 “ the annual expences of the KING’S-THEATRE
 “ should not exceed eighteen thousand pounds,
 “ the surplusage, if any, after defraying the
 “ expences, to be divided among the credi-
 “ tors.” By the confession of the trustees, recorded in the court of chancery, they admit to have received last season, twenty-four thousand pounds. The inference is not to be evaded. The remaining sum of six thousand pounds, which is the property of the creditors, is either in the hands of the trustees, and consequently there is a violation of the trust, by a dividend not having been made ; or, the sum of six thousand pounds, which was the surplus profit, is not in the hands of the trustees,
 but

but hath been misappropriated to purposes foreign to the conditions of the trust. This is common sense and fair reasoning; and until the trustees shall oppose it by a little common honesty, it will pass with the public for a conviction of their misdeeds.

There is another provisional clause contained in the deed of trust, which stipulates, " That
 " PETER CRAWFORD, esq; should be employed
 " as the treasurer, and that he should deposit
 " the amount of the subscriptions, and the
 " receipts of the house, in the hands of
 " MESSRS. DRUMMOND, not to be drawn out
 " unless by the consent of MR. CRAWFORD,
 " and for the uses provided by the deed of
 " trust." This is so expressly stipulated, that any set of men having the least regard even for the appearance of character, would have blushed at the idea of a violation. Policy also should have suggested the extreme impropriety of turning out a man, who as principal and conductor of the theatre for so long a period as forty-three years, had acquired that veteran experience necessary to afford general satisfaction. Mr. CRAWFORD was known to the nobility, and he was applauded by those who knew him; yet neither his character, nor his experience,

experience, nor the predilection of the noblest families in the kingdom, had any influence on the trustees. They set both policy and justice at defiance. They discharged MR. CRAWFORD from the receivership under the trust, and the only true account which the real creditors have been enabled to obtain of the money is, that not one shilling was ever paid into the bank of MESSIEURS DRUMMOND, pursuant to the conditions under which the trustees were bound to act.

The third provision in the deed of trust stipulateth, "That, in case of the demise, incapacity, or relinquishment of either of the trustees, the remainder shall proceed, with the consent of MR. TAYLOR, specified in writing, to the nomination and appointment of new trustees;" and this is to be done as often as vacancies shall render the procedure necessary. Two of the original trustees, MICHELLE and SISCOFF, have relinquished; and MR. JAMES SUTTON, the third, hath been GAZETTED as a bankrupt. Have the remaining trustees, or have they not, conformed to the provision of the deed, by filling up the vacancies thus occasioned by casualty and choice? If they have so acted, let the names

names of the newly-appointed trustees be adduced in proof; that they have not so acted the deed, which continueth precisely in the same state as at the moment of execution, will afford the completest evidence; men hardy enough to violate justice, would yet be afraid, out of policy, to risque the denial of a fact which might be demonstrated to their confusion. Neither the modest MR. TAYLOR, nor any of his unblushing friends, to whom, out of tenderness, he consigned the care of property not his own; nor one of these guardian genii of the real creditors, will hazard an assertion, that new trustees have been appointed. Why hath not this been done? Is it usual for honest men to pledge themselves for the performance of conditions, which they either never mean, or neglect to execute? If six trustees were not necessary, how came so many to have been originally appointed? If there were a necessity for that number, why hath it not been compleated? Until something like a reason shall be assigned for the deed remaining in an incomplete state, the remaining trustees, with MR. TAYLOR, at their head, are chargeable with gross negligence, if not intentional culpability. At any rate they have violated this, as well as the other
provisional

provisional clauses of the deed ; and, were it only on account of their not having conformed to the special directions, they should be dismissed with censure;

But, however notoriously these same trustees may have infringed the clauses which they were bounden to observe, there are yet more formidable objections to their conduct ; for, their management commencing with usurpation, hath been conducted with profligacy, and must, if not stopped by the hand of justice, end in ruin. That this pointed language may not be censured as mere declamation, we will revert to facts.

Twenty-four thousand pounds, as hath been stated before, was the sum received by the trustees last season. Confined as they were under the deed of trust, to the expenditure of eighteen thousand pounds ; may justice be permitted to ask, what became of the remaining six thousand pounds ? If the surplus hath been fairly expended, the mode of proving it is by producing the vouchers. But it is impossible that it should have been so expended, as to exculpate the trustees, because, if laid out on the theatre, it was a breach of the trust,
which

which restricted the disbursements to eighteen thousand pounds; and, if misappropriated to private purposes, it was a breach of honesty. Let us then inquire by what authority MR. TAYLOR received, on an average, two hundred pounds a year? Is there any stipulation for the payment of such a sum in the deed of trust? MR. TAYLOR is entitled to the residue *after* the payment of the creditors; but, so long as there remaineth a single salary due to the most inferior performer at the theatre, so long is MR. TAYLOR precluded from the receipt of a guinea. Why he was paid money, not having any right to receive it, should be explained by the trustees; for until they have explained the mystery, they will be strongly suspected of having misapplied the property of the creditors. Another suspicion of misapplication ariseth from some of the trustees having purchased shares in the ROYAL CIRCUS. NOVOSIELSKI, for instance, bought a share. Now it unfortunately fared with the CIRCUS, as it hath done with the OPERA-HOUSE, that the debts have been excessive, the profits sunk, and large sums have been expended in defending suits, which a little common honesty would have prevented. There have been judgments, attachments, and executions,

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against

against the CIRCUS; one demand for three hundred pounds was paid in the twinkling of an eye; but here lay the misfortune, that every person imagined the cash to have been supplied by the OPERA-HOUSE treasury. As charity beginneth, and too generally endeth at home, it was natural to conclude, that NOVOSIELSKI would have a predilection for the CIRCUS; and if he even applied the money belonging to the creditors of the KING'S-THEATRE, in the purchase of a share, or the discharge of a few executions, provided he replaced the sums; such a conduct could only amount to a breach of the trust, under which he acted for the OPERA-HOUSE. Without, however, prosecuting our inquiry into these suspicious circumstances, this is a fact; that the trustees have profligately squandered very large sums of money in the groundless defence of suits, against the justest and most indisputable claims of legal creditors. Regardless of expence, they have evaded the payment of those debts which they lavishly contracted, by the most paltry subterfuges, which the lowest practitioner, in the science of chicanery, could devise. Thus, in their zeal for litigation, they have lost sight of justice; and they have forgotten that they were appointed the

conservators and *not* the *destroyers* of property.

In addition to the gross and shameful misapplication of monies, the present trustees of the OPERA-HOUSE are chargeable with, “extravagant disbursements, partial increase of salaries, the creation of novel and useless places, and such notorious abuses, as render them utterly unworthy the confidence, either of the creditors, or of the public.” Instances in proof, like cases in point, shall be adduced; and then the reader will determine how far the picture of misdeeds is too highly coloured.

When it was considered necessary by the trustees, that NOVOSIELSKI should visit ITALY, for the purpose of engaging performers, a consultation was held whether he should travel alone, or in company. It was soon resolved to compliment his choice, by leaving the matter to his own election. Accordingly he determined that, for fear of accidents during his absence, his wife should accompany him; and he chose for a male companion, one *Father Antonio*, a character of a most whimsical description. This FATHER ANTONIO had been a

monk of the carmelite order, in a convent, at CREMONA : but preferring the enjoyments of the world, to the seclusion of the cloister, he ran away from his convent, and reached MILAN, where he was soon discovered, and imprisoned. Fortunately for the pious father, the convent at CREMONA, of which he had been a member, happened to be dissolved, and he was liberated. Proceeding from MILAN to NAPLES, he there met with LEPICQ, to whom he proved a considerable acquisition, for owing to the friendly persuasions of HONEST ANTONIO, SIGNORA ROSSI took an ENGLISH airing with LEPICQ; leaving a very worthy husband and two children in ITALY. Such was the companion whom NOVOSIELSKI selected. The journey to ITALY was considered as a mere party of pleasure; a continental excursion for the sake of inhaling a purer air than that which is contained in the dense atmosphere of our island. To save appearances, NOVOSIELSKI thought proper to engage a few unnecessary figure dancers, and to retain others, whom MR. GALLINI had previously engaged. Now, what will the reader conjecture to have been the sum expended in this excursion? perhaps it will surprize him to be informed, that fifteen hundred pounds, being the property

property of the creditors, were taken from the OPERA-HOUSE fund, to defray the expences of NOVOSIELSKI's trip to ITALY. If this be not an "extravagant disbursement," let the honorable trustees give it some other name.

The next instance to be adduced is, of the "partial increase of salaries." In proof of this fact, the following recital will be sufficient.

The stipulated salary of NOVOSIELSKI was formerly three hundred pounds. He last year made a tender of his services for two hundred and fifty pounds. His present salary is *seven hundred and fifty pounds*, beside the allotment of an house, coals, candles, and the frequent advantage of joining in the public dinners at the theatre, provided by the trustees at the expence of the creditors. The wife of NOVOSIELSKI hath an additional salary of one hundred and fifty pounds for superintending the candles; and, that an ample provision may be made for every branch of the family, her father is complimented with a salary of two hundred pounds as the superintendant of something, but what that something is, heaven only can tell.

tell. Mr. SLINGSBY, who is one of the worthy groupe of trustees, always considered himself as sufficiently paid by a salary of three hundred pounds; but, his trouble as a manager, and the *faithful* discharge of his trust, were deemed claims on the fund for an advance of two hundred pounds in his salary. The amount of these partial augmentations, therefore, may be thus brought into one point of view :

Increase of salary to NOVOSIELSKI	£500
Ditto to his wife	150
Ditto to his father-in-law	200
Ditto to SLINGSBY	200

Gross amount of the partial increase }
of salaries } £1,050

Not content with thus complimenting away the property of the creditors, novel and useless places have been purposely created to make provision for creatures scarcely worth their hire. Hence we lately heard of a secretary; but to whom, or to what, are questions not easily answered. Is there a syllable respecting the appointment of such an officer in the deed of trust? And if he be not authorised by that deed, how dared the trustees to appoint him? Is it because MR. TAYLOR chose to permit
fictitious

fictitious creditors to be claimants on the property, that therefore every adventuring desperado who signed his deed, is to be quartered on the OPERA-HOUSE, and a place created to support him? Who ever heard of PARKYNS MAC MAHON, unless in the characters of a servitor at a convent, afterwards a monk, then a soldier in the IRISH brigade, picking up a nun in his travels by way of amusement, and flying to ENGLAND in search of subsistence? In this tergiversating line of conduct we have heard of such a being; but as secretary to the OPERA-HOUSE, or in any legal manner connected with the property, we disown him. Mr. TAYLOR disowned him; for he declared, "That although he had executed the deed for a large debt, yet he was *not a real creditor.*" As this declaration of MR. TAYLOR can be proved, it is incumbent on him to justify the permission of signatures to what he knew at the time, and afterwards pronounced to be, a falsity. Our present business leads us to another investigation, and that is, the creation of a place for this same PARKYNS MAC MAHON, with a salary of one hundred and fifty pounds, as puff-master-general to the fraternity of trustees. Dispatching the bills and advertisements of the theatre to the public prints was formerly

formerly the business of the treasurer, and of course the present salary was saved. The execution of that which did not then require a distinct department, might now be executed in a similar manner; and, consequently, the office assigned to MAC MAHON is novel, useless, and created for a purpose.

We are lastly to consider the prevalent abuses which are of such a notorious kind, as to render the trustees unworthy public confidence. Is it not a scandalous abuse, that many of the dressers and door-keepers should not, to this moment, have received their salaries of last year? The increased salaries, to the amount of one thousand and fifty pounds are regularly paid. The douceurs annexed to novel offices are distributed without hesitation; while the inferior order of attendants on the theatre must resort to a court of conscience for relief, or have their industry pass unrewarded. Is this management? Is it honesty? Should trustees thus acting, be countenanced by the nobility, to whom honor is sacred? The very supposition is absurd. The illustrious subscribers possess minds of too much sensibility, to permit them to behold the injured vainly solicit for redress; while knavery riots in the property of suffering creditors, as plunderers in the spoil. Several
of

of the old and faithful servants of the OPERA-HOUSE, have been dismissed ; and, tradesmen of long standing, who are creditors, have been made to give place to those with whom the trustees have had dealings of a different kind. Mr. CRAWFORD was an honorable character and a proper treasurer. But, a certain MR. MAWLEY stepped forth, and he, like Brutus, was also a very honorable man, for he advanced the trustees money, on condition of being appointed treasurer, with an increased salary. Touching the cash convinced them of his virtue, for he only is a vicious character in their estimation, who is not able, or willing, to lend. The vilest usurer in the kingdom would be canonized as a saint by the trustees, if he would advance a few thousands on the security of the next subscription.

Having now disposed of the several topics which we proposed to discuss ; a summary recapitulation, and such an appeal to the different orders of the public as truth and reason may suggest, shall conclude these pages.

It may be assumed as a fact, because it is on all hands confessed, that there are just

claimants on the property of the OPERA-HOUSE. Scarcely will it be denied that MR. GALLINI is the most considerable creditor. If there should be any difference in opinion, it will only respect the conduct of the present trustees; their advocates, should any such stand forth, will have their characters to defend, their properties to substantiate, and their actions to justify. They will have to refute our adduced proofs of their having violated every article of the trust-deed, under which they act; they must specify instances of their conformity to that deed; and they must evince, that in the appropriation of monies, and the regulation of the theatre, the sole objection in view hath been the benefit of the legal creditors, in the specified order of preference. The man who undertaketh this task, should be qualified for HERCULEAN labors. What may be expected from any apology which can be offered for the trustees, is demonstrable from what their weak advocates already advance; for, in a print of this morning, FRIDAY, DECEMBER the 10th, an article appeareth in the following words:

“ The trustees of the KING’S-THEATRE have
 “ not pawned the subscriptions, but agreed to
 “ put it into such respectable hands, that they
 “ might

“ might convince the subscribers and the
 “ public, their intention is, to secure the
 “ payment of salaries and *other outgoings.*”
 On such a pitiful defence as this, the requisite
 animadversions may be very concise.

In the first place then, the futility of the
 evasion is to be noticed. “ The trustees
 “ have not *pawned* the subscription, but they
 “ have *put it into respectable hands.*” The
 only respectable, because the only authorized
 hands, in which they could justly have placed
 it, were those of MR. CRAWFORD; for he was
 the treasurer, nominated by the deed of trust,
 to receive the subscription. It is one of our
 grounds of complaint, and that on which we
 found a charge of breach of the trust, that
 the subscription is put into the hands of per-
 sons, whether respectable or otherwise, is not
 material, who are unknown to the trustees,
 and to whom they never consented that their
 property should be entrusted.

The second observation which occurreth,
 is, the silly distinction advanced, in order to
 evade the charge of having *pawned* the sub-
 scription. To deposit any thing by way of a
 pledge, for the security of borrowed money,

is the idea affixed to the word "*pawn*." Now, have not the trustees borrowed money of MESSRS. RANSOM and COMPANY, bankers, in PALL-MALL? and is not the subscription, if the usual subscribers should be unfortunately duped out of their money, is not, we ask, such subscription to be placed in this banking-house, as a security for money borrowed? if this be not *pawning* the subscription, it is something so very like it, that it will require a very subtle head to define the difference. The secretary of the trustees, perhaps, or even FATHER ANTONIO, his coadjutor, might not consider the deposit of a waistcoat, to raise the purchase-money of a dinner, to be a "*pawn*;" But only as *putting the waistcoat into respectable hands*, to preserve it from constant wear. How would such a contemptible evasion pass on the public? and when it is considered, that the case applieth exactly to the conduct of the trustees of the OPERA-HOUSE, we are justified in retorting the charge, and repeating in the face of the world, that the subscription solicited by the trustees, hath been, and is to be, PAWNED at a BANKING HOUSE, for the security and re-payment of money borrowed, in defiance of the deed of trust.

The third and last notice which the article inserted by way of defence meriteth is, that the purpose for which the subscription is stated to have been put into respectable hands, is objectionable. The subscription is pledged "to secure the payment of salaries, and *other outgoings*." It is these *other outgoings*, as they are vulgarly termed, which the legal creditors object to being issued. The additional *outgoing* of five hundred pounds a year to NOVOSIELSKI, of one hundred and fifty pounds to his wife, of two hundred pounds to his father-in-law, and of the same sum to SLINGSBY: the payment of such unnecessary "outgoings" as these, the creditors contend, ought not to be secured. They also protest against all "outgoings" for public dinners given at the theatre, as tending only to add extravagance to injustice. For such "outgoings," there is not any provision made in the deed of trust; and so long as they shall be sanctioned by the trustees, the actual creditors will never be paid: more than the interest of MR. GALLINI's mortgage will be expended in the purchase of wine, to drink-confusion to the CHAMBERLAIN for not licensing dishonesty.

TO HIS MOST GRACIOUS MAJESTY, then, the suffering creditors direct their first appeal. His benignant nature, his royal virtues, and his susceptible heart, will not permit him to patronize any undertaking exceptionably conducted. He will not countenance a set of adventurers, who have hitherto made no other use of the royal licence, than to raise money on their own account. The KING'S-THEATRE, which should be the first in character, as it is in dignity, hath absolutely been bandied from one projector to another, until the most distant connection with it is become disreputable. His MAJESTY hath only to be informed of the facts, and, his love of justice, of honor, and of every endearing quality which can render human nature amiable, will incline him to interpose his royal authority, as an expedient of necessity, without which, the injured creditors must remain hopeless of relief.

TO THE EARL OF SALISBURY,

IN QUALITY OF THE CHAMBERLAIN,

An appeal is not only due, but thanks should be returned for the just part he hath so nobly acted. The creditors are not complainants without a cause. Their murmurs are neither excited by envy, nor are their censures bestowed without reason. They have been compelled to behold the deed of trust, executed for their benefit, disregarded, violated, contemned. The creditors have beheld an uncertificated bankrupt, which is the situation of JAMES SUTTON, one of the trustees; they have had the mortification to see this man, even under his present circumstances, interfere in the management of their concerns. Can he be deemed a proper trustee for MR. GALINI's claim of sixteen thousand pounds? If he be, then is there an extreme hardship in the licence to open the theatre having been refused; but, if characters of such a description be not properly qualified to fulfill the trust, the purpose of which is the satisfaction of legal creditors, then doth the LORD CHAMBERLAIN deserve every praise for his official interposition.

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The attempts lately made to solicit the subscriptions of the nobility, were urged in a style of the most pressing nature. This was perfectly natural ; for distress is always importunate. The bankers who have advanced the trustees money on the credit of the next subscription, may, perhaps, have intimated a wish to be paid as soon as possible. Mr. MAWLEY also, who assisted in the loan, may have been a little impatient ; for, of what avail is it to be treasurer unless cash be received ? Thus environed with exigencies, to whom were the trustees to apply for relief ? They stood engaged to deposit as much subscription as they could procure, in *very respectable hands* ; and, by their solicitude, they, for once, evinced a desire to perform their engagement. The nobility, however, should be guarded against imposition. Their patronage is desirable ; but their kindness is so frequently abused, that it should be extended with reluctance, and never without the most convincing proof of desert. Titled greatness may be debased by affording encouragement to the unworthy. The beams which irradiate from a coronet, should reflect even on a cottage which contained merit in distress ; but, a palace should

should not yield protection to the perpetrators of injustice.

With respect to the public at large, that generous feeling which is the characteristic of the people, will naturally bias them in favour of equitable claims. They will consider the OPERA-HOUSE as a theatre, forming a part of HIS MAJESTY'S immediate household. Any indecorous conduct, therefore, displayed by the managers, is an indignity to the SOVEREIGN which his subjects out of affection will resent. That their zeal in the cause of right may have knowledge for its basis, the information contained in the preceding pages, was offered to the world. It will now appear who have been the parties aggrieved; who the aggressors; and what have been the causes of those 'disputes,' which have occasioned an interruption in the entertainment of a theatre, the first in EUROPE, and the splendid spectacles of which have so long been the boasts of this country.

T H E E N D.

